

DARTMOUTH COLLEGE AFFINITY AGREEMENT

This Agreement is entered into as of this 1st day of **September**, 2002 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and The Trustees of Dartmouth College, a not for profit education institution having its principal place of business in Hanover, New Hampshire ("Dartmouth") for themselves, and their respective successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement, Schedules A, B and C, and Exhibits 1 and 2.
- (b) "Cash advance" means a "Cash Advance" as such term is defined from time to time under the Credit Card Account agreements between MBNA America and the Customers.
- (c) "Cash equivalent dollar volume" means, with respect to a given period of time, the net total volume of actual Card Account transactions for "Cash Equivalents", as such term is defined under the then-current Card Account agreements between MBNA America and the Customers, during such period.
- (d) "Card Program" means a program by which MBNA America, in connection with Dartmouth Marks, issues a plastic or durable card and account number: (i) (A) evidencing the agreement of MBNA America and a Customer(s) to provide the Customer(s) a revolving line of credit upon terms set forth in the agreement accompanying the card and account number (as the same may be amended from time to time by MBNA America) (the "Credit Card Agreement"), (B) allowing the Customer to borrow against the line of credit by presentation of the card or use of the account number for cash, products and/or services in accordance with the Credit Card Agreement, and (C) contemplating the payment of, among other things, a periodic interest rate on outstanding and unpaid balances in certain circumstances in accordance with the Credit Card Agreement; and/or (ii) that an authorized Customer(s) may present or use for cash and/or the payment for products and services up to a pre-determined amount (which may be unlimited) upon the agreement that the amount paid on Customer's behalf will be repaid upon delivery of MBNA America's monthly invoice, and for which no periodic interest is charged but for which a facility fee is paid on a basis set forth in the agreement accompanying the card and account number (as the same may be amended from time to time by MBNA America) (the "Charge Card Agreement").
- (e) "Card Account" means an account opened pursuant to a Credit Card Agreement or a Charge Card Agreement by a Member or any other applicant for the MBNA America

Dartmouth Affinity Card, (whether identified on the Mailing Lists or not) in response to marketing efforts made pursuant to the Card Program. An "Alumni Card Account" is a Card Account opened through an application not coded by MBNA America as a student application. A "Student Card Account" is a Card Account opened through an application from an undergraduate or graduate student of Dartmouth identified on a Dartmouth student Mailing List and coded by MBNA America as a student application. A "Travel Reward Card Account" is a Card Account carrying the Travel Reward Enhancement (as hereinafter defined).

(f) "Customer" means any Member who is a participant in the Program.

(g) "Dartmouth Affiliate" means any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with Dartmouth but shall not include the Amos Tuck School of Business, the Thayer School of Engineering or the Dartmouth Medical School.

(h) "Dartmouth Marks" means those particular designs, images, visual representations, logos, service marks, trade dress, trade names, or trademarks used or acquired by Dartmouth or any Dartmouth Affiliate, except such marks identifying the Amos Tuck School of Business, the Thayer School of Engineering or the Dartmouth Medical School, during the term of this Agreement and identified in Exhibit 1, attached hereto. Exhibit 1 shall be deemed automatically amended without further action of the parties to include any additional Dartmouth design, image, visual representation, logo, service mark, trade dress, trade name, or trademark which Dartmouth approves for use by MBNA America in connection with the Program, and any intellectual property developed as a successor or replacement of, or as a modification to, any Dartmouth Mark.

(i) "Financial Service Products" means any credit card program, charge card program, debit card program, installment loan program, revolving loan program, deposit program, long distance calling card program, or travel and entertainment card program.

(j) "Mailing Lists" means a list and/or magnetic tape (in a format designated by MBNA America) containing Mailing List Information of Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics. "Mailing List" shall be construed to include any whole or partial copies or compilations of a Mailing List in any form or any medium, and any information derived solely from a Mailing List, but shall not include any Customer list or information derived by MBNA America from an account relationship or an application for an account relationship ("MBNA Customer List Information").

(k) "Mailing List Information" means Member names and postal addresses, including street or post office box and zip code and class of graduation from Dartmouth. If available such information shall also include Member telephone numbers and e-mail addresses.

(l) "MBNA Affiliate" means any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with MBNA America.

(m) "Member" means (i) a Dartmouth undergraduate or graduate student of Dartmouth's Arts and Sciences Departments (and any other Dartmouth departments or schools other than the Tuck School, Thayer School or Dartmouth Medical School) (each a "Student Member"); and (ii) alumni of Dartmouth College (but not alumni of Tuck School, Thayer School or Dartmouth Medical School graduates who are not also alumni of Dartmouth College), including without limitation members of the alumni association such as spouses of alumni and/or friends (each, an "Alumni Member"), and (iii) such other potential participants as are mutually agreed to by Dartmouth and MBNA America.

(n) "MBNA Marks" means those particular designs, images, visual representations, logos, service marks, trade dress, trade names, or trademarks used or acquired by MBNA America during the term of this Agreement and identified in Exhibit 2, attached hereto. Exhibit 2 shall be deemed automatically amended without further action of the parties to include any additional MBNA America design, image, visual representation, logo, service mark, trade dress, trade name, or trademark which MBNA America approves for use by Dartmouth in connection with the Program, and any intellectual property developed as a successor or replacement of, or as a modification to, any MBNA Mark.

(o) "Prevailing Periodic Annual Percentage Rate" means that periodic annual interest rate which is most widely and consistently applied with respect to alumni Card Accounts or that periodic annual interest rate which is most widely and consistently applied with respect to student Card Accounts, as the case may be, offered by MBNA America in connection with all of its endorsed alumni and student Card Programs.

(p) "Program" means those Card Programs and Card Program services MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.

(q) "Proprietary Information" means nonpublic information relating to the business of MBNA America or the endeavors of Dartmouth that has or could have commercial value or other utility and is of a proprietary or confidential nature when disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects. Proprietary Information will include all Mailing List Information, Member information and Customer information, trade secrets, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, know-how, formats, marketing plans, business plans, strategies, forecasts, designs, computer program software or firmware and elements of design relating thereto, unpublished financial information, budgets, projections, cost, profit and market information. Proprietary Information is limited to those classes and categories of information which the disclosing party has designated as proprietary or confidential, has taken reasonable steps to protect as confidential, or has communicated its expectation that it will be held as confidential. Except as otherwise specifically provided in this Agreement, Proprietary Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the

time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Proprietary Information, as shown by documents and other competent evidence in the receiving party's possession.

(r) "Retail purchase dollar volume" means, with respect to a given period of time, the net total volume of actual Card Account transactions for "Purchases", as such term is defined under the then-current Card Account agreements between MBNA America and the Customers, during such period.

(s) "Royalties" means the compensation set forth in Schedule B.

(t) "Trademarks" means the Dartmouth Marks and the MBNA Marks.

(u) "Travel Reward Enhancement" means the frequent travel reward enhancement which may be marketed under another name (*e.g.*, Plus Miles). MBNA America reserves the right to change the Travel Reward Enhancement name(s), in its sole discretion, from time to time.

(v) "Web Account" is defined at Paragraph 2, subparagraph (i).

2. RIGHTS AND RESPONSIBILITIES OF DARTMOUTH

(a) Dartmouth agrees that, excepting any Financial Service Product agreements entered into with respect to the Amos Tuck School of Business, Thayer School of Engineering or the Dartmouth Medical School (who MBNA agrees may endorse unrelated Financial Service Products), during the term of this Agreement Dartmouth will endorse the Program exclusively and that neither Dartmouth nor any Dartmouth Affiliate shall, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Card Program of any organization other than MBNA America; (ii) license or allow others to license or use the Dartmouth Marks in relation to or for promoting any Card Program of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any Members in relation to or for promoting any Card Program of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, Dartmouth may:

(A) enter into agreements with other financial services providers to provide it corporate expense charge card privileges and services including but not limited to its

present agreements with First USA Financial Services, Inc. and American Express provided that such cards are issued solely for Dartmouth business purposes and in the name of the financial institution and not in connection with Dartmouth Marks;

(B) permit the use of the Dartmouth Marks and the name and rights to DartmouthCard.com owned by Dartmouth as a part of and in connection with the debit card program now offered by Student Advantage (or any successor company thereto) (the "Student Advantage Program") and any similar program offered by Student Advantage or its successors;

(C) permit the use of the Dartmouth Marks and the Mailing Lists as a part of and in connection with any Financial Services Program or Product other than a card program;

(D) accept advertising from any financial institution for inclusion in any (i) alumni publication; (ii) athletic, cultural or campus event program or playbill; (iii) banner or placard advertisement at athletic, cultural or campus events; or (iv) on student radio or other student broadcast media; or (v) other media which Dartmouth may sponsor or with which Dartmouth may affiliate; provided in the case of any advertisement of products similar to the Card Program products that the advertisement does not contain an express or implied endorsement by Dartmouth of said financial institution or the advertised card program.

(b) If, during the term of this Agreement, Dartmouth (i) wishes to offer one or more Card Program(s) carrying the endorsement of, or using, the marks and/or mailing list information of the Amos Tuck School of Business, the Thayer School of Engineering or the Dartmouth Medical School (a "Graduate School Card Program"), or (ii) receives a bona fide offer for a Graduate School Card Program from a financial services program provider other than MBNA America which the graduate school wishes to entertain, or (iii) wishes to offer one or more additional Financial Service Product(s) or Program(s) carrying the endorsement of, or using, the marks and/or mailing list information of Dartmouth, the Amos Tuck School of Business, the Thayer School of Engineering, or the Dartmouth Medical School (an "Additional Program"), Dartmouth shall use good faith efforts to identify such interest to participate in a Graduate School Card Program or an Additional Program, inform MBNA America of that interest and invite MBNA America to make a proposal to provide such Graduate School Card Program or Additional Program. Dartmouth agrees to consider MBNA America's proposals in good faith. MBNA America agrees, however, that the graduate schools or individual academic and operational departments may independently negotiate and recommend that Dartmouth contract with a financial institution to provide such services before seeking official sanction and in such event Dartmouth may elect to abide by the recommendation of the graduate school or department administration without further solicitation of interest from MBNA America.

(c) Dartmouth agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with Dartmouth's Mailing Lists to be used in connection with the Program.

(d) Subject to the terms and limitations hereof, Dartmouth authorizes MBNA America to solicit its Members by mail, direct promotion, internet, advertisements and/or telephone for participation in the Program.

(e) Dartmouth shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain a Dartmouth Mark; such approval shall not be unreasonably withheld or delayed. MBNA America shall provide Dartmouth three copies of all of MBNA America's advertising, brochures, sales, promotional materials and illustrations which in each case identify Dartmouth, or the Dartmouth Marks, or contain any attribution of the Program to Dartmouth, prior to the time of first use. Once approval has been obtained, further approval of the same material need not be obtained for future or repeat use, but all such material shall be consistent with the materials as approved by Dartmouth. If Dartmouth shall give written notice of disapproval of any materials upon their submission for approval by MBNA America in accordance with this Section 2(e), then MBNA America shall not use or distribute such material.

(f) As soon as possible but no later than ten (10) days after Dartmouth's execution of this Agreement, Dartmouth shall provide MBNA America with the Student Member and Alumni Member Mailing Lists free of any charge. Dartmouth's obligations regarding the Mailing Lists and MBNA America's rights and duties regarding their use, re-use, security and integrity are more particularly described in Section 11, below. The initial Mailing List Information shall be current as of the date of this Agreement. Mailing List Information for Student Members shall be updated two times during each academic year at such intervals as Dartmouth and MBNA America may agree. Alumni Member Mailing List Information shall be updated to include new or changed information five (5) times a year, at such intervals as Dartmouth and MBNA America may agree. In the event that MBNA America incurs a cost because of a charge assessed by Dartmouth or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due Dartmouth.

(g) Dartmouth shall not be obligated to provide information to or otherwise communicate with Members or potential Members about the Program. Dartmouth shall, and shall cause the Dartmouth Affiliates to, refer all individual inquiries about the Program from its Members to the MBNA America Account Executive for the Program as designated by MBNA America from time to time to Dartmouth. Dartmouth shall not, and shall cause the Dartmouth Affiliates to not, otherwise provide detailed information to or otherwise communicate with Members or potential Members about the Program terms and details. Dartmouth may provide Members with information about the endorsement of the Program, its benefits to Dartmouth of Member participation and general information about the MBNA America relationship with Dartmouth. Any correspondence received by Dartmouth that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be promptly (i.e., within two business days of receipt) forwarded to the MBNA America Account Executive via overnight

courier in courier packages provided by MBNA America. All charges incurred for the courier service will be paid by MBNA America.

(h) Subject to all of the terms and conditions set forth herein, Dartmouth hereby grants MBNA America and its Affiliates (as hereinafter permitted) a limited, exclusive, non assignable (except as expressly permitted herein) license to use the Dartmouth Marks and Mailing List(s) solely in conjunction with the marketing, sale, production and distribution of the Program and the Dartmouth Marks in conjunction with the administration of the Program. This license shall be transferred only upon permitted assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Dartmouth Marks and Mailing Lists and be binding upon Dartmouth, the Dartmouth Affiliates, and their respective successors and assigns, notwithstanding the transfer of such Dartmouth Marks or rights to the Mailing Lists by operation of law or otherwise to any MBNA America successor corporation or organization, or to any Dartmouth successor corporation or organization.

The foregoing limited rights to use the Mailing Lists are subject to the performance by MBNA America of its obligations under this Agreement including but not limited to compliance with any and all obligations to use such Mailing Lists only for purposes permitted hereunder, the conduct of all solicitations in conformance with the requirements hereof and substantial compliance with each and every representation and warranty related to the lawful conduct of its business in accordance with its own practices and procedures.

The foregoing limited rights to use the Dartmouth Marks are also subject to the following conditions:

(I) MBNA America shall faithfully reproduce the Dartmouth Mark design and appearance. MBNA America shall not modify the design or appearance of the Dartmouth Marks unless requested to do so or otherwise approved in writing by Dartmouth. All displays of the Dartmouth Marks shall bear such copyright, trademark, service mark and other notices as Dartmouth shall reasonably require, provided that such requirements shall conform to applicable MasterCard/Visa requirements, take into account applicable space constraints, and not infringe upon the intellectual property rights of MBNA America. To that end Dartmouth shall provide MBNA America all Dartmouth Mark production materials (*e.g.*, camera ready art) required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after Dartmouth's execution of this Agreement. In the event that MBNA America incurs a cost because of a change in the Dartmouth Marks (*e.g.*, the cost of reissuing new credit cards), MBNA America may deduct such costs from Royalties due Dartmouth. In the event such costs exceed Royalties then due Dartmouth, Dartmouth shall promptly reimburse MBNA America for all such costs.

(II) MBNA America shall not use the Dartmouth Marks as part of a combined or hybrid mark, or in conjunction with any other names or marks other than its

own and any MasterCard or Visa marks, without Dartmouth's prior written approval.

(III) MBNA America acknowledges that Dartmouth Marks have acquired a valuable secondary meaning and goodwill with the public. Accordingly, MBNA America undertakes and agrees not to use the Dartmouth Marks and Mailing List(s) in any manner, not approved by Dartmouth.

(i) Dartmouth shall permit MBNA America to inform Members about the Program on the Dartmouth Alumni Relations home page by including a brief description of the Program (approved by Dartmouth) and MBNA America shall establish a "hot-link" from such descriptive element to an MBNA America internet site or a site maintained by an MBNA America contractor or affiliate (but not from such site to the Dartmouth site) to enable a person to apply for a Card Account. Any Card Accounts generated pursuant to such a "hot-link" (each, a "Web Account") shall entitle Dartmouth to the Web Account compensation set forth in Schedule B, subject to the other terms and conditions of this Agreement. Dartmouth shall modify or remove such descriptive element within twenty-four (24) hours after receipt by it of MBNA America's request to do so and receipt of electronic copy of an acceptable substitute description. MBNA America grants Dartmouth a nonexclusive license to set up and display MBNA Marks as selected by MBNA America for use on the Dartmouth Alumni Relations home page during the term of this Agreement. Upon termination of this Agreement, Dartmouth will uninstall the MBNA America descriptive element, destroy all copies of it, cease further display of the MBNA Marks and terminate the hyperlink to MBNA America's designated site.

MBNA America warrants that its description of the Program linked to the Dartmouth Alumni Relations home page will (a) be truthful, (b) not violate any applicable federal, state or local law or regulation, (c) not violate any foreign law or regulation about which MBNA is aware or through the exercise of reasonable care should be aware; (d) not infringe or misappropriate any copyright, trademark, patent, trade secret, publicity or privacy rights of any person or third-party in any jurisdiction; and (e) not contain any material which is unlawful, harmful, abusive, hateful, obscene, threatening, or defamatory.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

(a) MBNA America shall design, develop and administer the Program for the Members.

(b) Subject to Dartmouth's right of prior approval set forth in Section 2(e) hereof, MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of Dartmouth.

- (c) MBNA America shall bear all costs of producing and mailing materials for the Program.
- (d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of Dartmouth.
- (e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and consistent with its duties and obligations under MBNA's privacy policies and shall not permit those entities handling these Mailing Lists to use them for any other purpose. Prior to its use of the Mailing Lists, MBNA America shall also screen the Mailing List against its lists of those who have expressly requested that MBNA America not provide names or personal information to third parties or have requested not to be contacted by mail or not to be contacted by telephone. MBNA America agrees that it shall not contact or disclose information contrary to any direction or request it shall receive or has received from any Member and to otherwise abide by all privacy laws, regulations and policies as may from time to time apply to its use of the Mailing Lists or its own Customer information and lists.
- (f) MBNA America shall have the right to determine in its discretion, subject to its obligations under the law, its policies and this Agreement, which Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of Dartmouth. However, MBNA America may maintain separately all information that it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by Dartmouth.
- (g) From time to time as mutually agreed by the parties, Dartmouth shall have the right to print a message, at no cost to Dartmouth, to be included in MBNA America's monthly statement mailed to the Customers, subject to the provisions of this Section 2(g). In addition, up to three times during each year during the term of this Agreement, Dartmouth shall have the right to include insert materials in Card Program billing statement mailings, which inserts shall be developed in cooperation with MBNA America and published at Dartmouth's sole expense. MBNA America shall be responsible for the costs of inserting and mailing such insert materials, provided that the weight of the inserted materials does not increase the postage costs over the normal and customary postage costs incurred by MBNA America in mailing periodic statements.

All statement messages and/or billing statement insertion materials shall be subject to: (i) the prior approval of MBNA America as to the scope, timing and content thereof, which approval shall not be unreasonably withheld; (ii) the then-applicable MBNA America size, quality, production and other scheduling, procedural and weight requirements; (iii) MBNA America's obligation to include in its billing statement any notices (in message or insert format) required by Visa and/or MasterCard, by applicable law, or any other required legal notice or collection/delinquency notice; and (iv) any Customer-imposed or

legal privacy restrictions on such solicitations/insertions. Dartmouth agrees to defend, at its own expense, and to indemnify and hold MBNA America harmless from and against any and all claims, causes of action, losses, costs or damages incurred or suffered by MBNA America arising from the Dartmouth materials inserted into the billing statements (or the insert messages), including without limitation the content thereof, or from the products and services offered therein.

(h) (i) Subject to the laws, rules and regulations applicable to MBNA America and subject also to MBNA America's then current internal credit policies and procedures, MBNA America may grant initial credit lines to qualified undergraduates of Dartmouth not to exceed the following amounts:

Class Designation	Amount
Freshman	\$500
Sophomore	\$500
Junior	\$2,000
Senior	\$2,500

(ii) MBNA America may thereafter extend, in accordance with its then current credit policies and procedures, the same or higher or lower limits of credit, or may withdraw credit, based upon the demonstrated creditworthiness and credit history of each Student cardholder.

4. REPRESENTATIONS AND WARRANTIES

(a) Dartmouth and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:

(i) It is duly organized, validly existing and in good standing.

(ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and, (except as to Members who have directed Dartmouth or MBNA America not to disclose information about or to contact them) the performance of this Agreement, except such as have been obtained and are in full force and effect.

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) Dartmouth represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license its Trademarks to MBNA America for use as contemplated by this Agreement, and to provide the Mailing List(s) to MBNA America for the promotion of the Program. Dartmouth will defend, at Dartmouth's own expense, and indemnify and hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith, arising from or alleged to arise from Dartmouth's right, title and interest in the Mailing List(s) or the Trademark license granted herein, or from MBNA America's use of the Trademarks and/or Mailing List(s) in reliance thereon. In no event, however, shall Dartmouth be liable to MBNA America for any loss of profits or any indirect, special, collateral, incidental or consequential damages suffered by it arising out of or in connection with the breach of the representations and warranties provided for in this paragraph (b), however such damages are caused and regardless of whether such damages are foreseeable, whether Dartmouth has been advised of the possibility of such damages or whether such damages arise in contract, in tort or otherwise. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademark. MBNA America shall give Dartmouth prompt written notice of commencement of any suit or proceeding regarding the Dartmouth Marks or MBNA America's use thereof and provide Dartmouth with a copy of each communication relating thereto. Dartmouth shall have all authority (including the right to exclusive control of the defense of any such suit or proceeding) regarding the resolution or litigation of such claims; provided, however, that without the prior written consent of MBNA America, Dartmouth may not agree to, and MBNA America will not be bound by, any settlement which would (I) require MBNA America to admit any wrongdoing, make any public statement, or pay any amount, or (II) result in the imposition of any limitation or restriction on MBNA America's ability to use any Dartmouth Mark or otherwise to enjoy the marketing rights MBNA America enjoyed prior to such settlement; and provided, further, that MBNA America reserves the right to retain separate counsel to represent its interests at its own expense, should it choose to do so. MBNA America shall provide Dartmouth with such information and assistance (at Dartmouth's sole expense) necessary to defend or settle such suit or proceeding. Dartmouth shall not be bound by any settlement made by MBNA America without Dartmouth's prior written consent.

(c) MBNA America represents and warrants to Dartmouth that: (i) it shall take no action or omit to take any action which would materially harm, misuse or bring the Dartmouth Marks and Mailing List(s) into disrepute, but on the contrary, will make commercially reasonable efforts to maintain the value and reputation thereof; (ii) it will conduct the Program in accordance with the terms and intent of this Agreement, and will

remain in substantial compliance with all applicable United States and foreign laws known to be or which, through the exercise of reasonable care, should be known to be applicable to the Program, all applicable requirements of any regulatory agencies that shall have jurisdiction over it, and all MBNA America published practices and policies; (iii) it shall procure and maintain in force any and all permissions, certifications and/or other authorizations that it may require; (iv) upon request, it will provide Dartmouth with the date(s) of its first use of any new Dartmouth Mark in commerce, where appropriate; and (v) it will not use the Mailing List(s) or Dartmouth Marks except in strict conformance herewith or as approved by Dartmouth.

(d) MBNA America will defend, at its own expense, any suit or proceeding against Dartmouth and will indemnify and hold Dartmouth harmless from any claim, liability, cause of action or damages arising from or alleged to arise from (i) the direct infringement of United States copyrights and trademarks by the MBNA America Marks used in connection with the Program; (ii) any material breach of MBNA America's covenants and undertakings hereunder; (iii) any unauthorized use by MBNA America of the Mailing Lists or the Dartmouth Marks; (iv) MBNA America's non-compliance with any federal, state or local law or with any other applicable regulations or its privacy policies, credit policies or other published policies which may be a basis of any claim regarding or related to MBNA America's credit, banking, credit card, credit reporting or other practices directly or indirectly related to the Program; (v) any credit, credit card, banking or lending activities, practices, decisions or reporting made or done in relation to any Program or Financial Service Product; and (vi) any material breach of contract, warranty or personal injury including defamation or disparagement of any person or entity or infringement upon or violation of the rights of privacy, publicity or economic benefit in connection with MBNA America's Program or its use of the Mailing List(s) or MBNA Marks, provided that Dartmouth shall not take any action which could be construed as an admission or could otherwise increase or aggravate MBNA America's obligations hereunder. MBNA America shall pay all damages and costs finally awarded against Dartmouth. MBNA America shall not, however, be liable to Dartmouth for any loss of profits or any indirect, special, collateral, incidental or consequential damages suffered by Dartmouth arising out of or in connection with claims indemnified against in this paragraph, however such damages are caused and regardless of whether such damages are foreseeable, whether MBNA America has been advised of the possibility of such damages or whether such damages arise in contract, in tort or otherwise. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to the Program. Dartmouth shall give MBNA America prompt written notice of commencement of any suit or proceeding regarding an MBNA America indemnified claim and provide MBNA America with a copy of each communication relating thereto. MBNA America shall have all authority (including the right to exclusive control of the defense of any such suit or proceeding) regarding the resolution or litigation of such claims; provided, however, that without the prior written consent of Dartmouth, MBNA America may not agree to, and Dartmouth will not be bound by, any settlement which would require Dartmouth to admit any wrongdoing, make any public statement, or pay any amount; and provided, further, that Dartmouth reserves the right to retain separate counsel to represent its interests at its own expense,

should it choose to do so. Dartmouth shall provide MBNA America with such information and assistance (at MBNA America's sole expense) necessary to defend or settle such suit or proceeding. MBNA America shall not be bound by any settlement made by Dartmouth without MBNA America's prior written consent.

5. INDUCEMENTS AND ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to Dartmouth. Royalties will not be paid without a completed Schedule C (W-9 Form and EFT Form). Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter. Travel Reward Card Accounts shall generate solely the Royalties specified in Schedule B, Section B hereof.

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide Dartmouth with a statement showing the number of Card Accounts opened, the number of Card Accounts renewed, the retail purchase dollar volume, and the cash advance and cash equivalent dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar period. In addition, MBNA America shall promptly furnish relevant additional information as Dartmouth may reasonably request from time to time to enable Dartmouth to verify the calculation of Royalties due it, subject to applicable law and regulation, including privacy law and regulation and Bank-wide privacy policies.

(c) All payments shall be made either by check or electronic funds transfer in U.S. currency. If payment is made by check, each check (in U.S. currency), together with a copy of the corresponding statement specified in paragraph (b) above, shall be mailed to:

Dartmouth College
102 Parkhurst Hall, HB 6008
Hanover, NH 03755
Attention: Edwin L. Johnson, Treasurer

If the payment is made by electronic funds transfer, the funds (in U.S. currency) should be transferred to Dartmouth's account as follows:

Group's bank account information hidden

or to any other bank or bank account number designated in writing by Dartmouth sufficiently in advance of payment so as to permit MBNA America to comply in the

ordinary course of business. For each wire transfer payment made by MBNA America to Dartmouth, a fax notification containing reference to this Agreement, amount paid in U.S. currency, the account number from which the electronic funds transfer is made, and the date of such transfer, shall be sent to:

Treasurer's Office
Dartmouth College at FAX number (603) 646-2035 or any other
FAX number designated by Dartmouth.

(d) MBNA America shall keep, maintain and preserve (at its address designated herein) for at least two (2) years following termination or expiration of the Agreement (or such longer period as is in accordance with MBNA Americas' then-current standard record retention policies), complete and accurate records of accounts containing all data reasonably required for the full computation and verification of any amounts due under this Agreement, including, without limitation, Member applications for Financial Services Products, correspondence, banking and financial and other records pertaining to the various items required to be submitted by it to Dartmouth or to ensure its compliance with the law. Upon the written request of Dartmouth, but no more frequently than one (1) request in any twelve (12) month period, MBNA America shall provide Dartmouth with system reports generated by MBNA America containing all the information which both (i) formed the basis of MBNA America's calculation of the Royalties due Dartmouth since the last request was made or, if no previous request was made hereunder, for the last four (4) Royalty calculations performed by MBNA America, and (ii) may be disclosed by MBNA America without violating any legal rights of any third party or obligation of MBNA America. Such reports shall be certified by an officer of MBNA America as to their accuracy; provided, however, that the reports shall be certified as to their accuracy by the nationally recognized independent certified public accountants then being utilized by MBNA America, if Dartmouth so requests such accountants' certification in its written request(s) for the generation of such reports hereunder.

Dartmouth agrees to keep confidential all information and copies obtained pursuant to this Section in accordance with Section 7. The acceptance by Dartmouth of any statement or statements or the receipt and/or deposit of payments by Dartmouth, or any payment tendered by or on behalf of MBNA America shall be without prejudice to any rights or remedies of either party and such payment, acceptance, receipt and/or deposit shall not preclude or prevent either party from thereafter disputing the accuracy of any such statement or payment. If pursuant to its rights hereunder Dartmouth causes an audit and inspection to be instituted which thereafter discloses a deficiency or overpayment between the amount found to be due to it and the amount actually received or credited to it, then the appropriate party shall, upon demand, promptly pay the deficiency or refund the overpayment, (or, if the amounts in question would have been directed to recoup the Advances, then the appropriate recoupment adjustment and/or payment will be made, as applicable), together with interest thereon at the MBNA America then current prevailing prime rate of interest from the date such amount became due until the date of payment. Dartmouth shall be responsible to pay for the costs of audits unless it is determined that there is a deficiency of more than 7.5% of all Royalties paid or credited during the period

covered by the audit, in which event MBNA America shall pay the reasonable costs and expenses of such audit and inspection.

(e) As an additional inducement to Dartmouth to enter into this Agreement and to extend its term to seven years, MBNA America shall

(i) donate to Dartmouth for the benefit of its Alumni Relations Office on the execution of this Agreement and on the anniversary of its execution for the remainder of the initial term, the sum of Ten Thousand (\$10,000) Dollars (Seventy Thousand Dollars (\$70,000) in total) for its unrestricted use;

(ii) during the first year and each year thereafter during the initial term of this Agreement, contribute Five Thousand (\$5,000) Dollars (Thirty Five Thousand (\$35,000) Dollars in total) for the support of one or more events run by the Hopkins Center for the Creative and Performing Arts in accordance with the Hopkins Center's corporate sponsorship policies;

(iii) sponsor a Dartmouth Alumni Relations Office intern selected by the Dartmouth Alumni Relations Office in an amount of not less than Three Thousand Five Hundred (\$3,500) Dollars per year each year during the initial term of this Agreement (Twenty Four Thousand Five Hundred (\$24,500) Dollars in total).

(f) In each year of the initial term of this Agreement, MBNA America shall provide summer internships to five qualified Dartmouth Students —either graduate or undergraduate - selected by MBNA America, and provide each student with the fair market value for his/her services rendered in connection therewith.

(g) To assure Dartmouth that its students are adequately prepared for the responsibilities of credit card use and aware of the rewards, risks and responsibilities that are associated with the use of credit generally, MBNA America will conduct (through its subsidiary MBNA Marketing Systems, Inc., or other third party designated by MBNA America and approved by Dartmouth) on campus at least three (3) Student financial planning and money management seminars each year during the initial term of this Agreement.

(h) Once each year during the initial term of this Agreement, MBNA America's Research Department will cooperate with the Dartmouth Alumni Relations Office in formulating telephone research questions regarding the needs and goals of the Dartmouth Alumni Customers as they relate to Dartmouth and its Alumni relations, for inclusion in an MBNA America "Customer Satisfaction" survey at MBNA America's expense, and will provide the Dartmouth Alumni Relations Office with the raw information regarding such questions and MBNA America's Research Department's assessment thereof.

(i) At Dartmouth's request, MBNA America will cooperate with the Dartmouth Alumni Relations Office in formulating customized marketing reports and reports about

aggregate spending levels of Dartmouth Customers and will assist the Dartmouth Alumni Relations Office in its review, analysis and assessment of such reports, in each case subject to applicable law, regulation and MBNA America privacy policies.

(j) At Dartmouth's request, MBNA America will cooperate with Dartmouth in preparing reports about its experiences regarding Dartmouth Student Customer aggregate borrowing, repayment, late payment, average outstanding credit balance upon which interest is paid and default patterns, and will assist Dartmouth in its review, analysis and assessment of such aggregate reports and in identifying opportunities for further credit education, subject in all cases to applicable law, regulation and MBNA America privacy policies.

6. PROGRAM ADJUSTMENTS

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features so long as such changes are consistent with the terms of this Agreement or have been previously approved by Dartmouth in writing.

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and Proprietary Information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and Dartmouth shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner, (ii) as may be required in connection with disputes between the parties; and (iii) as required by law or by any governmental regulatory authority, provided that Dartmouth agrees to: (x) immediately notify MBNA America of the existence, terms and circumstances surrounding such request; (y) consult with MBNA America on the advisability of MBNA America taking legally available steps to resist or narrow such request; and (z) if disclosure of such Information is required or deemed advisable, comply with any protective order or other reliable assurance that confidential treatment will be accorded to such portion of the Information to be disclosed as MBNA America shall obtain or negotiate.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on July 31, 2009. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

10. TERMINATION

(a) In the event MBNA America shall fail to make any payments due hereunder or shall fail to deliver any of the Royalty statements required herein or to give access to the Program records pursuant to the provisions of Section 5(d) to Dartmouth's authorized representatives for the purposes permitted thereunder within ten (10) days after receipt of notice of MBNA America's default as provided herein, then Dartmouth may terminate this Agreement by giving MBNA America an additional thirty (30) days prior notice of its intention to terminate and this Agreement shall terminate on the date specified in the second notice if MBNA America has not entirely cured its default.

(b) In the event of any other material breach of this Agreement by MBNA America or in the event of any material breach of this Agreement by Dartmouth, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.

(c) If either MBNA America or Dartmouth becomes insolvent in that its liabilities exceed its assets, or it is unable to meet or it has ceased paying its obligations as they generally become due, or it is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(d) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 10(e) of this Agreement, cease to use the Trademarks and Mailing List(s). MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this

Agreement. However, MBNA America may conclude all solicitation that is required by law.

(e) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by Dartmouth or any Dartmouth Affiliate to the Members. Such approval shall not be unreasonably withheld.

(f) Upon termination of this Agreement, Dartmouth may require MBNA America to cause the removal of Dartmouth's identification or Trademarks from any person's credit devices, checks or other Program products issued within 545 days prior to the date of termination in the normal course of and pursuant to MBNA America's card issuance and re-issuance practices to any Customer under this Agreement, and in such event MBNA America shall, within 180 days after termination, reissue such Customers' credit devices without Dartmouth Marks at Dartmouth's cost and expense.

(g) Upon termination of this Agreement, MBNA America shall, within 180 days after termination, reissue without any Dartmouth identification or Dartmouth Marks, at MBNA America's cost and expense, all credit devices, checks or other Program products which were issued more than 545 days prior to the date of termination.

(h) In the event that any material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of either VISA or MasterCard makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then MBNA America shall have the right to terminate this Agreement upon ninety (90) days advance written notice. Such written notice shall include an explanation and evidence of the burden imposed as a result of such change.

(i) For a one (1) year period following the termination of this Agreement for any reason, Dartmouth agrees that neither Dartmouth nor any Dartmouth Affiliate shall, by itself or in conjunction with others, directly or indirectly, make an offer of a credit or charge card, or a credit or charge card related product specifically targeted to persons who were Customers. Notwithstanding the foregoing, Dartmouth may, after termination of this Agreement, offer Customers the opportunity to participate in another credit or charge card program endorsed by Dartmouth as a part of a general solicitation to all Members and not Customers alone and provided further no such persons are directly or indirectly identified as a customer of MBNA America, or offered any terms or incentives different from that offered to all Members.

11. MAILING LIST(S)

(a) As soon as possible but no later than ten (10) days after Dartmouth's execution of this Agreement, Dartmouth shall provide MBNA America with an Alumni Mailing List and a Student Mailing List which in the aggregate contain at least forty-eight thousand

(45,000 Alumni Member and 3,000 Student Member) non-duplicate names (of persons at least eighteen years of age), with corresponding last current postal addresses, and graduating or expected graduating class and, when available, telephone numbers and e-mail addresses. Twice each year during the term of the Agreement (provided that notice of a party's intention to terminate the Agreement has not been given), Dartmouth shall provide MBNA America with a supplemental Student Mailing List containing the name and address and other agreed upon information about new Student Members and shall update the previous Mailing List(s) to reflect changes in the information previously provided. Five times each year during the term of the Agreement (provided that notice of a party's intention to termination the Agreement has not been given), Dartmouth shall provide MBNA America with a supplemental Alumni Mailing List containing the names and addresses and other agreed upon information about new Alumni Members and shall update the previous Mailing List(s) to reflect changes in the information previously provided. Dartmouth shall screen the original Mailing Lists and such supplemental and updated lists to exclude Members who are under the age of eighteen (18) years and to exclude Members who have expressly requested that Dartmouth not contact them either in writing or by telephone or that Dartmouth not provide personal information to third parties. Notwithstanding any provision of the Agreement, Dartmouth shall not provide any Mailing List or Mailing Information otherwise required to be provided by it to MBNA America, and may restrict any use by MBNA America of any Mailing List or Member Information which is provided by Dartmouth to MBNA America, if Dartmouth is prohibited from disclosing the same or is not permitted to make such use because of any law, regulation, court order, rule, consent decree, or, with respect to an individual Member's personal information, on such Member's request. In the event the Mailing List is not provided to MBNA America, or the Mailing List as received by MBNA America numbers less than thirty thousand (30,000) unique Member names due to the situation described in the preceding sentence, then MBNA America shall have the right to terminate the Agreement upon ninety (90) days prior written notice, and the condition specified in Schedule B, Section G.(1)(iii) shall be deemed to have occurred.

(b) During each consecutive twelve month period during the term of the Agreement, MBNA America may use the then current Mailing list in its conduct of not more than five (5) direct mail campaigns to the full current Mailing List; not more than four (4) telemarketing campaigns to the Student Members and Alumni Members in the 25 most recent graduating classes shown on the most current Mailing List; and not more than two (2) e-mail campaigns to the full current Mailing List. MBNA America agrees to coordinate its general mail campaigns and its telephone campaigns with the Dartmouth Alumni Relations Office to minimize overlapping contact.

(c) MBNA America agrees that it shall: (i) immediately after the effective date of termination of the Agreement destroy and purge from all its systems all information within each Mailing List to the extent that such information in any way relates to Dartmouth, or the Program, with respect to Members who are not then or have not during the term of this Agreement ever been MBNA America Customers or Program applicants; and (ii) destroy within thirty (30) days all Mailing List Information (but not MBNA Customer List Information), including any and all full or partial copies, or reproductions

thereof in any medium whatsoever. All destruction of Mailing Lists shall be done in strict accordance with MBNA America's then current destruction policy. The parties acknowledge and agree that the provisions of this Agreement regarding Mailing Lists and Mailing List Information do not apply with respect to information which was obtained by MBNA America from an account relationship or an application for an account relationship, or was otherwise independently derived or sourced by MBNA America (e.g., personal information regarding individuals obtained from other partners of MBNA America in connection with such other partners' programs).

(d) Any Mailing List provided to MBNA America may contain "dummy" information (e.g., names, account information, addresses, *etc.*) so that unauthorized use of a Mailing List may be determined. This information will be unknown to MBNA America. A violation of this Agreement is conclusively proven when Dartmouth establishes the following:

- (i) That Dartmouth placed "dummy" (*i.e.*, a verifiably false unique name and address combination) information on the list;
- (ii) That the "dummy" information received any mailings which were sent or generated outside the scope of the permitted use of the Mailing List; and
- (iii) That identical "dummy" information was not provided by Dartmouth or any Dartmouth Affiliate to any third party.

(e) All Mailing Lists are (i) confidential and proprietary and (ii) shall remain the sole property of Dartmouth. MBNA America expressly acknowledges and agrees that MBNA America has no property right or interest whatsoever in any Mailing List. MBNA America shall hold all Mailing Lists in confidence and shall not provide, trade, give away, barter, lend, send, sell or otherwise disclose (collectively "transfer") any Mailing List and shall not make any copies of a Mailing List of any type whatsoever except as permitted under this Agreement and/or as expressly approved in a separate writing by Dartmouth. At all times MBNA America shall keep in confidence all Mailing Lists. MBNA America further agrees that it shall not transfer any Mailing List to any other organization or individual except pursuant to a mailing list services subcontract and such transfer is required for the performance of MBNA America's subcontractor's obligations thereunder, and provided that such subcontractor is required to treat such information as confidential and proprietary and prohibiting the transfer of such information to unauthorized persons. MBNA shall be responsible for such subcontractors' compliance with the terms hereof.

(f) MBNA America shall have no authority to use the Mailing List for any purpose not expressly permitted by this Agreement. MBNA America shall comply with any reasonable request of Dartmouth with respect to security precautions to maintain the security of the Mailing List. MBNA America agrees to secure and safeguard the Mailing List in strict accordance with the requirements of this Section and Dartmouth's reasonable instructions, as communicated by Dartmouth to MBNA America from time to time. MBNA America shall only permit access to the Mailing List to those employees, agents, subcontractors, and/or employees, agents, subcontractors of any MBNA America

affiliates who need such access to perform their duties for MBNA America. In view of the confidential nature of the Mailing List, MBNA America warrants that MBNA America and all its employees, agents, subcontractors, and/or the employees, agents subcontractors of any MBNA America affiliates who work with any Mailing List shall be made aware of the obligations contained in this Section and shall be under legal obligation not to copy any Mailing List, transfer any Mailing List or make any other use of any Mailing List other than as specifically approved by this Agreement.

(g) In the event that any Mailing List is handled or used in a fashion that violates this Agreement by MBNA America or its employees, agents subcontractors, and/or employees, agents, subcontractors of any MBNA America affiliates, Dartmouth will be entitled to injunctive relief to prevent violation or further violation by MBNA America and/or its employees, agents subcontractors, and/or employees, agents subcontractors of any MBNA America affiliates of this Agreement, and consents to submit to jurisdiction of the courts of the State of New Hampshire and of the United States of America located in the State of New Hampshire solely for purposes of any action, suit or proceeding to obtain such injunctive relief under this Section 11(g). In the event an injunction should issue against MBNA America for violation of this Agreement, MBNA America shall be responsible to reimburse Dartmouth for all costs of any enforcement proceedings (including appellate review) including reasonable attorneys' fees. Nothing herein shall be construed as prohibiting Dartmouth from pursuing any other remedy on account of such breach or threatened breach.

(h) In the event MBNA America receives a request to disclose a Mailing List pursuant to a subpoena, order of court of competent jurisdiction or by judicial or administrative agency or legislative body or committee, MBNA America agrees to: (i) immediately notify Dartmouth of the existence, terms and circumstances surrounding such request; (ii) consult with Dartmouth on the advisability of Dartmouth taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Mailing List is required or deemed advisable, comply with any protective order or other reliable assurance that confidential treatment will be accorded to such portion of the Mailing List or Mailing List Information to be disclosed as Dartmouth shall obtain or negotiate.

12. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.
- (b) The obligations in Sections 4(b), 4(d), 5(d), 7, 10(d), 10(e) 10(f) and 10(g) shall survive any termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.

(d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

(f) Except as required by Paragraph 5(c), all notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile (provided that any notice of default or termination shall immediately be confirmed by a writing delivered, mailed or sent by overnight courier) or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to Dartmouth:

Dartmouth College
Office of Alumni Relations
6068 Blunt Alumni Center
Hanover, NH 03755-3590

ATTENTION: Nelson Armstrong,
Director of Alumni Relations

Fax #: (603) 646-1600

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: James K. Kallstrom
Director of National Sales

Fax #: (302) 432-0261

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, Dartmouth may not assign any of its

rights or obligations under or arising from this Agreement. MBNA America shall not have the right to assign (including by operation of law) this Agreement in its entirety to anyone other than an MBNA America Affiliate without Dartmouth's express written consent. Except for a proposed assignment to an MBNA Affiliate, any request by MBNA America for consent to assignment shall include the name of the proposed assignee, the nature of its business and its services, complete information as to its financial condition, and the terms and conditions of the proposed assignment. MBNA America shall supply such additional information about the proposed transfer and transferee as Dartmouth reasonably requests. MBNA America shall not transfer, or permit anyone other than MBNA America or its Affiliates and subcontractors to perform any obligations hereunder. Certain Card Program Products or services under this Agreement may be offered through MBNA America's Affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc. MBNA America shall not transfer any rights accruing under the Agreement to anyone other than an MBNA Affiliate without Dartmouth's prior written consent, which consent will not be unreasonably withheld or delayed. Except for an assignment of this Agreement consented to by Dartmouth, no transfer of any right or obligation permitted hereunder shall affect the continuing primary liability of MBNA America (which shall be joint and several with any transferee).

(h) MBNA America and Dartmouth are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

(i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than Dartmouth and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

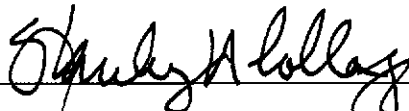
(j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes or other labor disputes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

(k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

THE TRUSTEES OF DARTMOUTH
COLLEGE

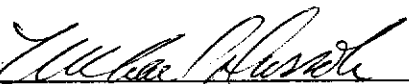
By: 

Name: Stanley A. Colla, Jr.

Title: Vice President for Alumni Relations

Date: August 28, 2002

MBNA AMERICA BANK, N.A.

By: 

Name: Michael Durrah

Title: Senior Executive Vice President

Date: September 9, 2002

SCHEDULE A

TERMS AND FEATURES

Subject to (i) MBNA America's right to vary the Program and its terms and features, and (ii) the applicable agreement entered into between MBNA America and each Customer:

A. CONSUMER CARD ACCOUNTS (OTHER THAN TRAVEL REWARD CARD ACCOUNTS)

1. There is NO annual fee.
2. For Alumni Card Accounts, the annual percentage rate will be a fixed rate of 11.99%.
3. For Student Card Accounts, the annual percentage rate will be a fixed rate of 14.99%.
4. Customers may be offered opportunities to purchase a variety of communication services and to select credit insurance as a benefit under the Program.

B. TRAVEL REWARD CARD ACCOUNTS

1. \$35.00 (Thirty-Five Dollar) Annual Fee for the Plus Miles program.
2. The annual percentage rate for a Travel Reward Card Account will be a fixed rate of 11.99%.
3. MBNA America, as an incentive to its Customers to contribute to Dartmouth's Annual Fund, will double the travel miles awarded for each dollar contributed to the Dartmouth Annual Fund using the Platinum Travel Reward Card Account up to an annual maximum 70,000 miles cap.

C. GOLD RESERVE ACCOUNTS

"Gold Reserve Account" means a GoldReserve® (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

1. There is NO annual fee for the first six months.
2. The annual fee for the second six (6) months, when applied, is \$10.00.

3. Thereafter the annual fee, when applied, is \$20.00.
4. The current annual percentage rate is as low as 11.99%.

D. GOLD OPTION ACCOUNTS

"Gold Option Account" means a GoldOptionSM (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

1. There is NO annual fee.
2. The current annual percentage rate is as low as 11.99%.

E. MOST FAVORABLE AFFINITY CARD PROGRAM RATES

MBNA America represents and agrees that as of the Effective Date, the Card Account non-introductory periodic annual percentage rates specified in Schedule A, Section A, above, are one hundred (100) basis points less than the Prevailing Periodic Annual Percentage Rate for exclusively endorsed alumni and student credit cards (respectively), as currently applied by MBNA America (excluding marketing test card accounts) and MBNA America agrees that if at any time during the Term it enters into an exclusively endorsed alumni and student credit card program agreement to license mailing lists from any other education institution and such Agreement provides for more favorable interest rates than provided for in this Agreement (excluding introductory rates or market test card accounts), MBNA America shall advise Dartmouth immediately and thereafter such more favorable interest rates will be applied by MBNA America to the Card Program products subsequently issued pursuant to this Agreement, provided however, that the non-introductory periodic annual percentage rate need not be reduced below the lower of the Prevailing Periodic Annual Percentage Rate or 9.90% whichever is less, unless mutually agreed upon by both MBNA America and Dartmouth.

F. TUITION CHECKS

MBNA America may provide Customers who have open Card Accounts with charging privileges and are attending or have a child(ren) attending Dartmouth with special pre-printed access checks to finance tuition or education-related expenses; provided however that Dartmouth Marks shall not be used in connection therewith and provided further that no advertising, promotion or information will suggest Dartmouth's endorsement of the use of MBNA America tuition payment access checks. MBNA America agrees that it shall provide any Customer to whom it makes such tuition payment credit available with a mutually agreed upon disclaimer. It is agreed that Dartmouth will not be charged any fee with respect to its acceptance and processing of such checks.

G. TUITION FINANCING

MBNA America may offer Customers who are attending or have a child(ren) attending Dartmouth with one or more tuition credit lines of up to \$100,000 to finance tuition or education-related expenses, provided that Dartmouth Marks shall not be used in connection therewith and provided that no advertising, promotion or information will suggest Dartmouth's endorsement of the use of MBNA America tuition credit lines to finance education. MBNA America agrees that it shall provide any Customer to whom it offers to make such tuition payment credit line(s) available with a mutually agreed upon disclaimer. In any event, such financing will be offered either as a Gold Option Account with fixed monthly repayment schedules, or as a Gold Reserve Account with a minimum monthly payment.

H. QUANTUM ACCOUNT

MBNA America shall offer selected Members the opportunity to select a Quantum account, which currently provides features such as the elimination of ATM fees, over-the-counter, over-limit and foreign exchange fees, credit lines of up to \$250,000, free use of Quantum Assist concierge services and free trip cancellation and trip interruption insurance.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay Dartmouth a Royalty calculated as follows, for those accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

A. CONSUMER CREDIT CARD ACCOUNTS (OTHER THAN TRAVEL REWARD CREDIT CARD ACCOUNTS)

1. \$1.00 (one dollar) for each new consumer Credit Card Account (except a Travel Reward Card Account) opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$6.00 (six dollars) for each Premium, Platinum or Quantum Alumni Credit Card Account (except a Travel Reward Card Account) for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each such Credit Card Account which has had active charging privileges for each of the preceding twelve months.
3. \$3.00 (three dollars) for each Preferred Alumni Credit Card Account (except a Travel Reward Card Account) for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each such Credit Card Account which has had active charging privileges for each of the preceding twelve months.
4. \$1.00 (one dollar) for each Student Credit Card Account (except a Travel Reward Card Account) for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each such Credit Card Account which has had active charging privileges for each of the preceding twelve months.
5. 0.50% (one-half of one percent) of all retail purchase transaction dollar volume generated by Customers using a consumer Alumni Credit Card Account (except a Travel Reward Card Account) (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase

of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

6. 0.50% (one-half of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Customers using a consumer Alumni Credit Card Account (except a Travel Reward Card Account) (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).
7. 0.40% (four-tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a consumer Student Credit Card Account (except a Travel Reward Card Account) (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

B. TRAVEL REWARD CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Travel Reward Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Travel Reward Card Account.
2. \$17.00 (seventeen dollars) for each Travel Reward (Plus Miles program) Credit Card Account which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Travel Reward Card Account which has had active charging privileges for each of the preceding twelve months. A Travel Reward Card Account may renew every twelve (12) months after the opening of the account.
3. No Royalty calculated in accordance with paragraphs 5, 6 and 7 of Section A of this Schedule B shall accrue with respect to a Travel Reward Card Account.

C. WEB ACCOUNTS

1. \$25.00 (twenty-five dollars) for each Web Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Web Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request,

or otherwise disputed. Such Web Accounts will not qualify for any other opening-of-an-account Royalty.

2. Web Accounts (except Travel Reward Card Accounts) shall earn Royalty calculated in accordance with paragraphs 5, 6 and 7 of Section A of this Schedule B.

D. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Reserve Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that a Customer pays the annual fee on a Gold Reserve Account.

E. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Option Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Option Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open.

F. DEPOSIT ACCOUNTS

“CD Deposits” means those deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

“MMDA Deposits” means those deposits in the money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

1. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

G. ROYALTY ADVANCES

1. Upon full execution of this Agreement, MBNA America shall pay to Dartmouth the sum of Two Hundred Eighty Five Thousand Seven Hundred and Fourteen dollars (\$285,714.00) (the initial "Advance"), and upon each annual anniversary of the Effective Date during the initial term of this Agreement, up to and including the anniversary in 2008, MBNA America shall pay to Dartmouth the sum of Two Hundred Eighty Five Thousand Seven Hundred and Fourteen dollars (\$285,714.00) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to Dartmouth, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to Dartmouth as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to Dartmouth hereunder, and (y) Dartmouth hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:
 - (i) The Agreement is terminated by Dartmouth except on account of MBNA America's material breach prior to the end of the initial term as stated in this Agreement as of the Effective Date;
 - (ii) Dartmouth materially breaches any of its obligations under this Agreement;
 - (iii) MBNA America is prohibited or otherwise prevented from conducting five (5) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;

- (iv) MBNA America is prohibited or otherwise prevented from conducting four (4) telemarketing campaigns to the Student Members and Alumni Members in the 25 most recent graduation classes shown on the Mailing List during each consecutive twelve month period during the term of the Agreement; and
 - (v) MBNA America is prohibited from conducting on-campus promotion campaigns (*e.g.*, tabling and postering) at Homecoming, Winter Carnival and Green Key each year and such other events as Dartmouth may from time to time permit during the term of the Agreement. All such on-campus promotion campaigns shall be subject to Dartmouth's reasonable rules and requirements
2. If during any given year(s) during the initial term of this Agreement MBNA America recoups all prior Advances paid by it to Dartmouth in prior years, and pays Dartmouth Royalties accrued by Dartmouth over and above the Royalties used by MBNA America to recoup such prior Advances (the "Paid Out Royalties"), then MBNA America may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

H. ROYALTY GUARANTEE

Dartmouth shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than Two Million dollars (\$2,000,000) (the "Guarantee Amount") by the end of the full initial term of the Agreement, subject to the provisions set forth below. If on the last day of the full initial term of this Agreement Dartmouth has not accrued \$2,000,000 in Royalties, MBNA America will pay Dartmouth an amount equal to the Guarantee Amount minus the sum of all compensation accrued by Dartmouth during the initial term of this Agreement and all unrecovered Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection G.1., above.

**ADDENDUM
TO THE DARTMOUTH COLLEGE AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 27th day of April, 2007, (the "Addendum Effective Date"), by and between THE TRUSTEES OF DARTMOUTH COLLEGE ("Dartmouth") and FIA CARD SERVICES, N.A., f/k/a MBNA AMERICA BANK, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, Dartmouth and Bank are parties to that certain Affinity Agreement dated as of September 1, 2002, as the same may have been amended (the "Agreement") wherein Bank provides certain Financial Service Products to persons included in lists provided to Bank by or on behalf of Dartmouth; and,

WHEREAS, DARTMOUTH and Bank mutually desire to amend the Agreement as described herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, DARTMOUTH and Bank agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. Subsection (o) of Section 1 and Section E of Schedule A of the Agreement are hereby deleted in their entirety.
3. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through Bank's affiliates.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

The Trustees of Dartmouth College

By: _____

Name: _____

Title: _____

Date: _____

David P. Spalding
David Spalding
Vice President
4/27/07

FIA Card Services, N.A.

By: _____

Name: _____

Title: _____

Date: _____

Jack Frey
Jack Frey
SVP
6/5/07

Dartmouth

Office of Alumni Relations
6068 Blunt Alumni Center
Hanover, New Hampshire 03755-3590
<http://alumni.dartmouth.edu>

April 30, 2009

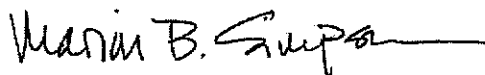
James K. Kallstrom
Director of National Sales
MBNA America Bank, N. A.
1100 North King Street
Wilmington, Delaware 19884

Dear Mr. Kallstrom,

As you know, Dartmouth and Bank of America are currently working on mutually acceptable terms for a renewal of our Affinity Agreement dated September 1, 2002 ("Agreement"). As a matter of housekeeping, please accept this as notice pursuant to Section 8 of our Agreement that we do not intend to automatically renew our contract for 2 years.

We look forward to continued discussions and a successful renewal of our program with Bank of America.

Sincerely,



Marion B. Simpson, Executive Officer
Alumni Relations
Dartmouth College
6068 Blunt Alumni Center
Hanover NH 03755

cc: Jason Lundy
Jake Frego

July 31, 2009

Ms. Marion B. Simpson
Executive Officer
Alumni Relations – Dartmouth College
6068 Blunt Alumni Center
Hanover, New Hampshire 03755

RE: Amendment and Extension of Agreement

Dear Ms. Simpson:

This letter confirms our understanding that FIA Card Services, N.A., f/k/a MBNA America Bank, N.A. ("Bank") and The Trustees of Dartmouth College ("Dartmouth") would like to extend the current term of the Affinity Agreement dated as of September 1, 2002 (as it may have been amended) wherein Bank provides financial services products to customers of Dartmouth (the "Agreement").

In consideration of the parties' mutual desire to provide time to negotiate the terms of a new Agreement and other good and lawful consideration, the parties agree that the current term of the Agreement shall be extended to October 31, and, thereafter, the term of the Agreement shall automatically extend at the end of the then current term and any renewal term for a period of sixty (60) days (the "Short-Term Term Extension Period"), until either party gives written notice of its intention not to renew the current term. Such notice shall be delivered to the other party at least ten (10) days prior to the last date of the then current term.

Notwithstanding anything contained in the Agreement to the contrary, Bank will continue to apply Royalties accrued under the Agreement through July 31, 2009 against the unrecouped portion of all Advances paid under the initial term of the Agreement. Provided that none of the conditions set forth in Section G, clauses (i) through (v) of Schedule B of the Agreement have occurred prior to July 31, 2009, then as of July 31, 2009, Dartmouth will be deemed to have earned the Guarantee Amount set forth in Section H of Schedule B of the Agreement. Dartmouth hereby acknowledges that during the initial term of the Agreement Dartmouth has received payment of Royalties from Bank (including without limitation the aggregate amount of the Advances) equal to or greater than the Guarantee Amount.

Effective August 1, 2009, Sections G and H of Schedule B of the Agreement are hereby deleted from the Agreement in their entireties. As of August 1, 2009, Bank shall pay Royalties directly to Dartmouth pursuant to and in accordance with the surviving sections of Schedule B.

Notwithstanding any other provision of the Agreement, Bank will not engage in any active mail, telemarketing, or direct promotion solicitation of the Program during the Short-Term Term Extension Period, but will respond to inquiries and applications that are received from interested parties.

This letter contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. Except as amended by this letter, the terms of the Agreement shall remain in full force and effect, and with respect to any inconsistencies between this letter and the Agreement, the parties agree that the terms of this letter shall control.

Nothing contained in this letter shall be construed as implying any commitment or agreement by either party to enter into any business arrangement of any nature whatsoever with the other party, except as set forth in the Agreement.

To acknowledge your acceptance of the terms set forth above, please execute both copies of this letter where indicated below and fax one copy and return one original to me.

Sincerely,

Jason Lundy
Vice President, Bank of America

Accepted and agreed:

FIA CARD SERVICES, N.A.

By:

Chad Pisorchik

Name:

Chad Pisorchik

Title:

S.U.P.

THE TRUSTEES OF DARTMOUTH COLLEGE

By:

Marion B. Simpson 7/31/09

Name:

MARION B. SIMPSON

Title:

EXEC. OFFICER